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BAV AUTO, L.L.C. a/k/a Costa's  
Auto Gallery

By: STEVEN D. PERTUZ, Esquire  
SDP-5632

|                             |   |                                |
|-----------------------------|---|--------------------------------|
|                             | : | UNITED STATES BANKRUPTCY COURT |
| In the Matter of:           | : | FOR THE DISTRICT OF NEW JERSEY |
|                             | : | NEWARK VICINAGE                |
| BAV AUTO, L.L.C.            |   |                                |
| a/k/a COSTA'S AUTO GALLERY, |   |                                |
|                             | : | Case No. 22-17933 (JKS)        |
|                             | : | Chapter 11, Subchapter V       |
| Debtor-in-Possession.       |   |                                |
|                             | : |                                |

**CERTIFICATION OF VIVIANNE ANTUNES, SOLE MEMBER OF DEBTOR, BAV  
AUTO L.L.C. aka COSTA'S AUTO GALLERY, IN SUPPORT OF MOTION TO  
APPROVE THE SALE OF THE DEBTOR'S INTEREST IN ITS VEHICLE  
INVENTORY TO GIORDANO AUTO SALES, INC., FREE AND CLEAR OF EXISTING  
LIENS, CLAIMS AND ENCUMBRANCES WHICH LIENS SHALL ATTACH TO THE  
PROCEEDS OF SALE PURSUANT TO 11 U.S.C. §363(b) AND (f), FED. R. BANKR. P.  
4001(d) AND 6004; (II) PAYMENT OF PROFESSIONAL FEES AND CUSTOMARY  
COSTS FROM THE SALE PROCEEDS; (III) WAIVING THE FOURTEEN-DAY STAY;  
AND (IV) GRANTING OTHER AND RELATED RELIEF**

VIVIANNE ANTUNES, of full age, hereby certifies as follows:

1. I am the sole and Managing Member of the Debtor, BAV AUTO, L.L.C. aka Costa's Auto Gallery, in the within case, ("Debtor" and/or "Movant") and I am familiar with the facts herein and authorized to make this Certification. I make this Certification in support of the within motion to approve the sale of the Debtor's interest in its vehicle inventory free and clear of liens, pursuant to 11 U.S.C. §363(b) and (f), and Federal Rule of Bankruptcy Procedure 4001(d).

2. On October 6, 2022, I authorized the filing of the within Chapter 11 case on an emergent basis. All Schedules and Statement of Financial Affairs were thereafter filed on October 31, 2022 in the within matter. Although I am the sole owner of the Debtor, my husband, Alexandre DaCosta, was the operations manager and handled all of the day to day decisions related to the business.

3. Our initial intention was to retain the Debtor's interest in the vehicle inventory located at located at 1829 State Highway Route 1, Rahway, NJ and 361 South Broad Street, Elizabeth, NJ and seek debtor in possession post-petition financing to continue with our operations and hope to be able to restructure the company's debt with this bankruptcy. Unfortunately, our efforts to obtain the needed financing in the early stages of the case fell short and our only remaining option was sell the vehicle inventory as quickly as possible and orderly liquidate the business assets by requesting permission to sell the vehicle inventory for the highest and best offer.

4. I am also involved in an individual Chapter 11 case with my husband under docket number 22-18303 and the Court has allowed for the Debtor and us, as individuals, to file a joint Plan of Reorganization so the goal with selling the vehicle inventory was to find one buyer for all the vehicles for payment in cash and get these funds into the bankruptcy estate as soon as possible.

5. The sale of the vehicle inventory is an integral component of the Debtor's joint reorganization strategy to pay its creditors the maximum amount of funds available to the corporate Debtor and for our individual case. The Debtor, myself and my husband have determined that the terms of the sale are reasonable and after marketing the vehicles for over 3.5 months, it is the best offer the market has produced and therefore the purchase price and terms are better than fair. The sale is necessary for the Debtor to bring in a fixed lump sum of liquid funds into the Debtor's case which will allow the payment of initial disbursements pursuant to any confirmed joint plan of reorganization and to commence payment to all the creditors on their allowed claims, including

administrative expenses, professional and United States Trustee's fees. If the Debtor is not able to sell the vehicles, our chances on successful reorganization will be impossible. Based on the foregoing, the Debtor has determined that in the best exercise of its business judgment, the sale of the vehicle inventory to the above mentioned Buyer is in the best interest of the Debtor, its estate, and ultimately its creditors and all other parties in interest.

6. I was pleasantly surprised when in the end of December, 2022 the Debtor received a formal and strong offer for the vehicles from Giordano Auto Sales, Inc. for \$125,000.00. The Buyer is not an "insider" and has no affiliation to the Debtor or its Managing Member other than what has been disclosed in this motion. They were put in contact with me by my attorney, Steven D. Pertuz, Esq. This is an "arms length" transaction for a more than fair and reasonable price that has been the best offer available by the market. A copy of the Offer Letter has been presented to this Court as an Exhibit to the Debtor's attorney's application but I understand the essential terms of the agreement to be as follows:

- \$125,000.00 Purchase Price;
- \$10,000.00 initial deposit to be tendered within ten (10) days or at or by the hearing date on said motion (deposit funds to be held in the Attorney Trust Account of Steven D. Pertuz, LLC);
- No Lender financing this is a cash purchase. Purchaser to provide proof of funds at or by the hearing date on said motion which shall be attached hereto as **Exhibit B**;
- **Contingencies on Sale-** 1) price is subject to final vehicle inspection at time of purchase and subject to depreciation and unknown issues or damage that may have occurred since the initial date of inspection; 2) Purchaser to receive title to vehicles as a good faith purchaser and pursuant to any Order approving this sale, free of any

secured creditor liens or encumbrances from any secured creditors holding said titles in their possession.

- Buyer to pay balance of the purchase price of \$115,000.00 in cash at closing and within on or about fifteen (15) days from any Order approving this sale;
- There are no agents or brokers in connection with this sale. Buyer and Debtor (Seller) shall each be responsible for their own respective professional fees and all counsel fees for Debtor shall be subject to a separate fee application and bankruptcy court approval if necessary.
- Debtor's bankruptcy counsel will be acting as attorney for the Debtor in connection with this sale and will prepare all necessary closing documents and Bill of Sale and counsel fees will be hourly and subject to a separate fee application and bankruptcy court approval.

7. The Buyer is eager to close on this transaction as soon as possible as it is concerned about the exposure to the vehicles of the weather during these cold winter months which vehicles will continue to depreciate with every passing day.

8. The current commercial market conditions in New Jersey support the price as fair and reasonable due to the reported value of the vehicle inventory contained in the Atkins Report and the purchase price exceeding this amount and this offer being the best offer the market has provided after the vehicles being informally marketed and the Debtor seeking a buyer for over 3.5 months.

9. I am disclosing again that I **am not** related to or affiliated with the Buyer other than our contemplated contractual relationship as set forth in this motion and the Buyer's Offer Letter. However, there are no agreements between me and the Buyer other than as set forth in this motion and the Offer Letter. This transaction is an arms-length transaction.

10. I respectfully submit that this offer represents the fair market value of the vehicle inventory as evidenced by the appraised value, this accepted offer was the highest offer the market provided, the current condition of the vehicles and the Buyer's acceptance of the contract price.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Vivianne Antunes  
Vivianne Antunes  
Sole and Managing Member  
BAV AUTO, L.L.C. aka  
Costa's Auto Gallery

January 27, 2023